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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LOCAL 464A UNITED FOOD AND COMMERCIAL WORKERS UNION WELFARE SERVICE BENEFIT FUND and LOCAL 464A UNITED FOOD AND COMMERCIAL WORKERS UNION EDUCATION BENEFIT FUND,

Plaintiffs,

v.

HUNTING RIDGE FARMS LLC d/b/a KEY FOOD MARKETPLACE,

Defendant.

Civil Action No.

COMPLAINT FOR UNPAID CONTRIBUTIONS AND ENFORCEMENT OF PLAN TERMS

COME NOW the Local 464A United Food and Commercial Workers Union Welfare Service Benefit Fund ("the Welfare Fund") and the Local 464A United Food and Commercial Workers Union Educational Benefit Fund ("the Education

Fund") (collectively, "the Funds"), by and through their respective Trustees, and on behalf of the Funds complain as follows:

PARTIES

1. The Welfare Fund is a joint labor-management-sponsored trust fund authorized by Sections 302(c)(5) and (8) of the Labor Relations Management Act ("LMRA"), established to provide health and welfare benefits to employees and their families, commonly known as a Taft-Hartley Fund, as well as an employee welfare benefit fund within the meaning of Section 3(1) of the Employee Retirement Income Security Act ("ERISA"), that provides a program of health, welfare, legal, and related benefits for its participants and beneficiaries. The Welfare Fund is funded through employer contributions made under collective bargaining agreements with UFCW Local 464A ("the Union"). The Welfare Fund is self-insured, paying benefits out of employer contributions made under collective bargaining agreements with the Union and any investment income generated by those contributions.

2. The Education Fund is a joint labor-management-sponsored trust fund authorized by Section 302(c)(5) of the LMRA, established to provide educational benefits to employees and their families, commonly known as a Taft-Hartley Fund, as well as an employee welfare benefit fund within the meaning of Section 3(1) of

ERISA, that provides a program of educational benefits for its participants and beneficiaries. The Education Fund is funded through employer contributions made under collective bargaining agreements with the Union. The Education Fund is self-insured, paying benefits out of employer contributions made under collective bargaining agreements with the Union and any investment income generated by those contributions.

3. Plaintiffs are the respective Boards of Trustees of both Funds, and they bring this lawsuit in that capacity and on behalf of their respective Funds to collect unpaid contributions, interest and liquidated damages.

4. Defendant Hunting Ridge Farms is an employer within the meaning of Section 5 of ERISA and Section 2(2) of the LMRA, and an owner and operator of a retail grocery store in Bedford, New York ("the Bedford store") and a retail grocery store in Peekskill, New York ("the Peekskill store"), both of which are doing business as Key Food Marketplace.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Plaintiffs' claims pursuant to Section 301 of the LMRA, 29 U.S.C. §185, and Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and/or 28 U.S.C. §1332.

6. Venue is proper in this District pursuant to 29 U.S.C. §185, 29 U.S.C.

§1132(e)(2) and/or 28 U.S.C. §1391(b), in that the Defendant is headquartered, operates its business, and incurred its obligations to Plaintiffs in this District.

FACTS

7. The Defendant is party to a collective bargaining agreement with the Union obligating it to make timely payments of contributions to both Funds on behalf of certain of their employees at the Bedford store and the Peekskill store ("the Collective Bargaining Agreement").

8. The terms of the respective trust agreements establishing and governing each of the Funds ("the Trust Agreements") bind the Defendant to their respective terms and provisions, as well as the rules and regulations of the respective Funds.

9. Pursuant to the Collective Bargaining Agreement and the Trust Agreements, the Defendant is required to make timely contributions to both Funds for each and every employee covered by the Collective Bargaining Agreement, pursuant to procedures specified in the Collective Bargaining Agreement, the Trust Agreements, and/or the rules and regulations of the respective Funds.

10. The terms of the Collective Bargaining Agreement and the Trust Agreements require the Defendant to provide certain information to the Funds to ensure proper accounting of contributions and crediting of service for purposes of

determining benefits.

11. The terms of the Collective Bargaining Agreement and Trust Agreements make the Defendant liable for interest and liquidated damages on unpaid and late paid contributions and for legal fees and court costs incurred because of such delinquency.

12. The Defendant has not paid contributions to either Fund for hours worked by its employees in the Bedford or Peekskill stores in any month since October 2015. The Defendant now owes the Funds $24,004.55 in delinquent contributions for its employees in the Bedford store and $51,432.42 in delinquent contributions for its employees in the Peekskill store.

13. On or about November 14, 2016, the Funds, by and through their authorized representative, served demands for payment of the delinquent contributions on the Defendant, and gave the Defendant 10 days to cure the delinquency or the Funds would institute collection proceedings against the Defendant.

14. The Defendant has not cured the delinquency owing to the Funds. Instead, the Defendant has continued to fail to timely pay contributions to the Funds as they have come due.

FIRST CAUSE OF ACTION
Unpaid Contributions
[29 USC § 1145]

15. Plaintiffs the Funds incorporate the allegations of Paragraphs 1 through 14, inclusive, as though set forth herein in full.

16. The Collective Bargaining Agreement and the Trust Agreements require the Defendant to make timely payments of contributions to both Funds for each employee covered by the Collective Bargaining Agreement with the Union, in the manner specified in the Collective Bargaining Agreement, the Trust Agreements, and/or the rules and regulations of the respective Funds.

17. The Defendant breached the terms of its Collective Bargaining Agreement and the Trust Agreements by failing to timely pay contributions that are owed to both of the Funds.

18. Pursuant to the provisions of the Collective Bargaining Agreement and Trust Agreements, the Defendant is required to pay liquidated damages and interest on unpaid contributions, plus attorneys' fees and costs incurred by the Funds in collecting the unpaid contributions.

19. The amount of delinquent contributions due and owing to the Funds, collectively, as of December 5, 2016, is $75,435.97 plus interest and liquidated damages. The Defendant's breach of the Collective Bargaining Agreement and the

Trust Agreements is a continuing violation, entitling Plaintiffs, and each of them, to relief for the entire period the Defendant has failed to pay contributions up through expiration of the Collective Bargaining Agreement and/or entry of judgment in this matter, whichever occurs first.

SECOND CAUSE OF ACTION
Enforcement of Plan Terms
[29 USC § 1132(a)(3)]

20. Plaintiffs the Funds incorporate the allegations of Paragraphs 1 through 19 inclusive, as though set forth herein in full.

21. The Collective Bargaining Agreement and the Trust Agreements require the Defendant to provide certain information to the Funds to ensure proper accounting of contributions and crediting of service for purposes of determining benefits.

22. The Defendant breached the terms of the Collective Bargaining Agreement and the Trust Agreements by failing to provide the necessary and required information to ensure proper accounting of the Funds.

23. The Defendant's breach of the Collective Bargaining Agreement and the Trust Agreements is a continuing violation, entitling Plaintiffs, and each of them, to relief for the entire period the Defendant has failed to pay contributions up through expiration of the Collective Bargaining Agreement and/or entry of

judgment in this matter, whichever occurs first.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. An order directing the Defendant to pay to the Funds all unpaid contributions due and owing;

2. An order directing the Defendant to provide to the Funds the information necessary for proper accounting of contributions and credited service of employees;

3. Interest on such unpaid contributions, pursuant to 29 U.S.C. §1132(g)(2)(B), and as set forth in the respective Trust Agreements and/or rules and regulations of the Funds;

4. The greater of interest or liquidated damages on such unpaid contributions, pursuant to 29 U.S.C. §1132(g)(2)(C);

5. Reasonable attorneys' fees and costs pursuant to 29 U.S.C. §1132(g)(1);

6. An order enjoining the Defendant from failing to timely pay contributions to each of the Funds that become due and owing in the future; and

7. Such other and proper relief that the Court deems appropriate.

Dated: December 14, 2016

MURPHY ANDERSON PLLC

/s/ *Michelle Banker*
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Attorneys for Plaintiffs